

MASTER CONTRACT

BETWEEN THE

WEST LIBERTY COMMUNITY
SCHOOL DISTRICT

AND THE

WEST LIBERTY
EDUCATION ASSOCIATION

WEST LIBERTY, IOWA

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1 **ARTICLE I**

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3 **UNIT RECOGNITION**

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5 **UNIT RECOGNITION:** The Board of Directors hereby recognizes the West Liberty Education
6 Association, an affiliate of the East Central UniServ Unit, the Iowa State Education Association, and
7 the National Education Association, as the certified, exclusive and sole bargaining representative for
8 all personnel, as set forth in the PERB certification instrument Case Number 270, issued by the
9 PERB on the 28th day of August, 1975, employed by the Board of Directors of the West Liberty
10 Community School District. Such representation shall cover all personnel assigned to newly created
11 professional positions included in the unit below.
12

13 The unit described in the above certification is as follows:

14
15 **INCLUDED:** All professional employees, including classroom teachers, guidance counselors,
16 librarians, nurses, special education teachers, special resource staff, department heads, head
17 teachers, and coordinators.
18

19 **EXCLUDED:** Superintendent, assistant superintendent, principals, assistant principals, and all other
20 employees excluded by Section 4 of the Act.
21

22 In addition, all personnel employed during the period and for conditions arising in the Head Start
23 program administered during the summer months under Federal grant are excluded from the terms
24 of this Agreement.

ARTICLE II

DEFINITIONS

DEFINITIONS: The term "School District" as used throughout this Agreement, shall mean the West Liberty Community School District or its duly authorized representatives or agents. The term "Board of Directors" as used throughout this Agreement, shall mean the Board of Directors of the School District or its duly authorized representatives or agents.

The term "employee" as used throughout this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. An employee not represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board is neither a party to this Agreement nor is that employee covered by the provisions of this Agreement.

The term "Association" as used throughout this Agreement, shall mean the West Liberty Education Association or its duly authorized representatives or agents.

The term "teacher" as used throughout this Agreement, shall mean all professional employees, except professional employees who serve as school nurses, represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

The term "full-time teacher" as used throughout this Agreement, shall mean one who is contracted for .51 time or more for nine (9) of a twelve (12) month period.

The term "part-time teacher" as used throughout this Agreement, shall be one contracted for .50 time or less for a nine (9) month period or less.

The term "temporary substitute teacher" as used throughout this Agreement shall mean one who fills a position(s) for teacher(s) on a day-to-day basis as full-time or part-time for less than one hundred twenty (120) working days.

The term "long term substitute teacher" as used throughout this Agreement, shall mean a new employee who fills for one hundred twenty (120) days or more, on a regular and continuous basis, a position which opens after the first day of the school year and before March 15th.

The term "nurse" as used throughout this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board who serve as school nurses even if that employee is or may become certified and approved to teach in any area of instruction by the Iowa Department of Public Instruction.

The term "base salary" is the salary determined by Exhibit E including any longevity or career increment.

ARTICLE III

EFFECT OF AGREEMENT

If any article, section, paragraph, clause, or sentence of this Agreement should be declared illegal or unconstitutional by an Iowa District Court, the Supreme Court of Iowa, or a Federal Court of competent jurisdiction in Iowa, such decision or decisions shall not void the remaining articles, sections, paragraphs, clauses, or sentences and they shall remain in full force and effect for the duration of this Agreement. The Board of Directors and the Association shall meet and confer prior to the Board of Directors drafting and implementing a substitute provision.

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ARTICLE IV

EDUCATION DUES DEDUCTION

EDUCATION ASSOCIATION DUES DEDUCTIONS: An employee who is a member of the Association may sign and deliver to the School District Administrative Office a written assignment as prescribed by the Board of Directors authorizing payroll deduction of professional dues attributable to membership in the Association. Payroll deduction is not authorized nor does the Board of Directors agree to make payroll deductions for Association initiation fees, special assessments, back dues, fines, or any other item not specifically designated as membership dues. The written assignment authorizing payroll deduction for Association membership dues must be in the hands of the Board of Directors not later than five (5) working days after the commencement of the contract work year as established by the school calendar in order for the payroll deduction to take effect during the annual payroll period. Pursuant to the written assignment authorizing payroll deduction for Association membership dues, the Board of Directors shall deduct one tenth (1/10) of such dues from the regular salary check of the employee each month beginning in September and ending in June of each year so long as the written assignment authorizing payroll deduction is submitted five (5) working days after the commencement of the contract work year as established by the school calendar.

In the case where an employee becomes a member of the Association after the beginning of the school year the written assignment authorizing payroll deduction for Association membership dues must be in the hands of the Board of Directors not later than eight (8) working days prior to the final preparation of the monthly payroll for the payroll period in which payroll deduction is to commence. Pursuant to the written assignment authorizing payroll deduction for Association membership dues, the Board of Directors shall deduct the portion of such dues as shall be determined by dividing the amount of the dues authorized by the number of payroll periods remaining, but in no case extending beyond the June payroll period, from the regular salary check of the employee each month.

The School District shall transmit to the Association the total amount of money actually deducted from School District employee payroll checks as described above, ten (10) days, or as nearly as possible thereafter, following each regular payroll period.

The School District, the Board of Directors, each individual Board of Directors member, and the Administration and its representatives shall not be liable to the Association by reason of the requirements of this Article for payroll deduction or the remittance or payment of any sum other than that which is to be deducted during the period and under the conditions described above.

The Association agrees to indemnify and hold harmless the School District, the Board of Directors, each individual Board of Directors member, and the Administration and its representatives against any and all claims, costs, suits or other forms of liability, all court costs, and reasonable attorney's fees arising out of the application of the provisions of this Agreement between the Board of Directors and the Association for payroll deduction of Association membership dues.

Any School District employee may terminate his/her written assignment authorizing deduction for Association membership dues at any time by giving written notice to the Board of Directors not later than thirty (30) working days prior to the final preparation of the monthly payroll for the payroll period in which payroll deduction is to terminate.

1 **ARTICLE V**

2
3 **GRIEVANCE PROCEDURE**

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5 **DEFINITIONS:** A "grievance" is a claim by a School District employee, or the Association, that there
6 has been a violation, misinterpretation, or misapplication of a specific term of this Agreement.

7
8 An "aggrieved party" is a School District employee, or the Association, making the complaint.

9
10 **PURPOSES:** The purpose of this grievance procedure is to provide an orderly method for resolving
11 grievances. Determined effort shall be made to settle any such difference at the lowest possible level
12 in the grievance procedure. Both parties agree that these proceedings will be kept as informal and
13 confidential as may be appropriate at any level of the grievance procedure.

14
15 **PROCEDURE:** Every aggrieved party shall have the right to present grievances in accordance with
16 this grievance procedure. In addition, any employee who is an aggrieved party is free to meet with
17 his/her immediate supervisor or other appropriate School District officials to adjust individual
18 complaints without Association or other representation, if that aggrieved party so desires.

19
20 The failure of an aggrieved party to act on any grievance within the prescribed time limits will act as
21 a bar to any further appeal and an administrator's failure to give a decision within prescribed time
22 limits shall permit the aggrieved party to proceed to the next step. The time limits, however may be
23 extended by mutual agreement. A grievance which is presented on or after June 1st of the contract
24 work year shall be processed within the prescribed time limits except that those time limits shall
25 consist of week days rather than working days, so that the grievance may be resolved before the
26 close of the school term or as soon as is practicable thereafter. A grievance which is timely
27 presented prior to the end of the term of this Agreement will be processed under the terms of this
28 grievance procedure even though this Agreement expires prior to the time the grievance is resolved.

29
30 The number of days indicated at each level should be considered as a maximum and every effort
31 should be made to expedite the grievance process commensurate with the objective of obtaining a
32 considered and informed decision.

33
34 **GRIEVANCE RESOLUTION PROCESS:** First Step - Informal Grievance Resolution with Principal or
35 Immediate Supervisor.

36
37 If a School District employee is the aggrieved party, he/she shall attempt to resolve the grievance in
38 an informal discussion with his/her building principal or immediate supervisor. If the Association is
39 the aggrieved party, it shall attempt to resolve the grievance in an informal discussion with the
40 building principal or immediate supervisor most closely associated with the subject of the grievance.
41 All grievances must be presented orally to the respective building principal or immediate supervisor
42 within six (6) working days of the date of the occurrence of the event giving rise to the grievance or
43 six (6) working days from the time such event reasonably should have been ascertained to have
44 occurred. Any informal adjustment of a grievance agreed upon between the aggrieved party and the
45 building principal or immediate supervisor shall not establish a precedent in any comparable
46 situation, and shall not be inconsistent with the provisions of this Agreement.

47
48 Second Step - Formal Grievance Resolution with Principal or Immediate Supervisor.

1 If a grievance is not resolved informally at the first step of the grievance process, the aggrieved party
2 shall file the grievance in writing with the building principal or immediate supervisor involved within
3 ten (10) working days after the informal conference with said building principal or immediate
4 supervisor. The written grievance shall: (i) be dated and state the nature and the date of the
5 occurrence of the event giving rise to the grievance; (ii) note the specific provision or provisions of
6 this Agreement which have been misinterpreted and/or misapplied; and (iii) state the remedy
7 requested. The building principal or immediate supervisor receiving the grievance shall date and
8 initial the written grievance, verifying receipt of the same. Within ten (10) working days after the
9 building principal or immediate supervisor receives the written grievance, a meeting shall be held
10 with the aggrieved party at a mutually agreeable time to discuss the alleged grievance and attempt
11 to resolve the grievance. Said meeting shall not be held at a time that would interrupt the aggrieved
12 party's instructional program and related work activities. If the aggrieved party is a School District
13 employee, he/she may request that a designated representative of the Association be present and
14 participate at such meetings, provided the Association concurs in such participation. The
15 participating building principal or immediate supervisor or other person designated by the School
16 District shall render a decision on the grievance and shall date, sign and communicate the written
17 decision to the aggrieved party, the Association, and to the Superintendent of Schools within ten (10)
18 working days following the meeting between the building principal or immediate supervisor and the
19 aggrieved party.

20 21 Third Step - Formal Grievance Resolution with Superintendent of Schools.

22
23 In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved party
24 may file an appeal of the decision rendered at the second step within six (6) working days of said
25 decision by personally delivering or mailing by certified mail a copy of the written grievance to the
26 Superintendent of Schools. The Superintendent of Schools shall date and initial the written
27 grievance verifying receipt of the same. Within six (6) working days after receipt of the written appeal
28 of the grievance decision by the Superintendent of Schools, the aggrieved party, the Superintendent
29 of Schools or his/her designated representative, and, if the aggrieved party so desires, his/her
30 Association representative, shall meet at a time not in conflict with the aggrieved party's instructional
31 program and related work activities in an attempt to resolve the grievance. The Superintendent of
32 Schools shall render a decision on the grievance and communicate the decision, in writing, to the
33 aggrieved party, the participating building principal or immediate supervisor, and the Association
34 within ten (10) working days from the third step meeting.

35 36 Fourth Step - Formal Grievance Resolution with Binding Arbitration.

37
38 In the event that the grievance is not resolved satisfactorily at the third step, the aggrieved party may
39 file with the School District a written request for impartial, binding arbitration of the grievance within
40 thirty (30) calendar days following the date of the third step decision. If the request for binding
41 arbitration is not filed within the time so provided, the third step decision shall be final. The selection
42 of a mutually agreeable impartial, binding arbitrator shall commence immediately. If the aggrieved
43 party and the School District cannot mutually agree on an impartial, binding arbitrator within five (5)
44 calendar days of receipt of the request for arbitration, the School District and the aggrieved party
45 shall file a joint request with the Federal Mediation and Conciliation Service for a panel of five (5)
46 prospective impartial, binding arbitrators. Within five (5) calendar days of receipt of a panel of
47 prospective impartial, binding arbitrators, the aggrieved party and the School District shall alternately
48 strike one (1) name from the panel until one (1) name remains and the remaining name shall be the
49 impartial, binding arbitrator. The party to make the first strike shall be determined by lot. The
50 impartial, binding arbitrator shall have no power to alter, change, or amend the provisions of this
51 Agreement. The impartial, binding arbitrator's authority shall be strictly limited to decide only the
52 issue or issues presented in writing by the aggrieved party and the School District, and the
53 arbitration decision must be based solely and only upon interpretation of the meaning or application
54 of the

expressed relevant language of this Agreement. The impartial, binding arbitrator shall file his/her written decision with the Board of Directors, the aggrieved party, and the Association, and that decision shall be final.

Alternate Fourth Step - Formal Grievance Resolution with the Board of Directors.

When mutually agreed between the aggrieved party and the School District, the use of an impartial, binding arbitrator may be waived in any specific grievance. The aggrieved party shall file written notice of appeal with the Board of Directors within fifteen (15) calendar days following the date of the third step decision. The written notice of appeal shall waive fourth step binding arbitration and request an alternate fourth step Board of Directors decision. The Board of Directors will within seven (7) calendar days of receipt of the appeal decide whether it will hold a hearing and render a decision on the appeal or submit the appeal to impartial, binding arbitration under step four above. If the alternate fourth step Board of Directors decision is mutually acceptable, the Board of Directors shall hold a hearing on the grievance at the next regular Board of Directors meeting schedule more than seven (7) calendar days after agreeing to hear such appeal. If legally permissible, the hearing shall be conducted in executive session, unless the aggrieved party notifies the Board of Directors twenty-four (24) hours prior to the hearing that the aggrieved party desires a public hearing. The aggrieved party, his/her witnesses, and if the aggrieved party so desires, his/her Association representative, the building principal or immediate supervisor, and any School District witness and/or designated representative may be in attendance at such hearing. The Board of Directors shall render a written decision and forward a copy to the Superintendent of Schools, the aggrieved party, and the Association, and that decision shall be final.

MISCELLANEOUS: If the Superintendent of Schools and the aggrieved party mutually agree that the investigation or processing of a grievance requires that the aggrieved party and, if the aggrieved party so desires, his/her Association representative be released from his/her assigned duties, the aggrieved party and his/her Association representatives shall be authorized an absence for up to one hour from his/her assigned duties without loss of pay or allowances.

The aggrieved party and the School District shall bear their individual costs and the expenses of the grievance procedure, except that the expenses and fee of the impartial, binding arbitrator required in the fourth step of the formal grievance resolution process, shall be shared equally by the aggrieved party and the School District.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

The grievance file shall be kept in the office of the Superintendent of Schools. The contents of the grievance file which are not confidential shall be available to the employee upon request. All confidential materials shall be signed or at least identified by a name indicating the source of the materials. A list of confidential materials giving notice of their contents will also be made available to the employee upon request.

ELECTION OF REMEDIES: If an aggrieved person files a claim in any other forum, the School District shall not be required to process the same claim or set of facts under the grievance procedure established in this Agreement.

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ARTICLE VI

LEAVES OF ABSENCE

SICK LEAVE: Full pay shall be granted for absence due to an employee's personal illness or medical disability, which shall be confirmed to the satisfaction of the building principal or immediate supervisor for absences of three (3) working days or less or to the Superintendent of Schools for absences which can be anticipated to, or in fact do, exceed three (3) working days, as follows:

Each year of employment fifteen (15) working days.

If an employee is on an extended contract, full pay shall be granted for absence due to that employee's personal illness or medical disability, which shall be confirmed to the satisfaction of the building principal or immediate supervisor for absences of three (3) working days or less or to the Superintendent of Schools for absences which can be anticipated to, or in fact do, exceed three (3) working days, as follows: for first year of employment one working day for each month of twenty (20) working days beyond the normal contract work year as established by the school calendar; second year of employment and each additional year of employment 1.5 working days for each month of twenty (20) working days beyond the normal contract work year as established by the school calendar.

An employee may accumulate sick leave each year up to a maximum of one hundred thirty five (135) working days.

An employee shall be given a copy of a written accounting of accumulated sick leave days with his/her first payroll check distributed on or about September 15th of each contract work year as established by the school calendar.

An employee who is unable to work because of personal illness or medical disability and who has exhausted all sick leave shall be granted extended sick leave without pay for the duration of such personal illness or medical disability up to the end of that individual's contract work year as established by the school calendar. If the personal illness or medical disability results in a bonafied long term disability, additional paid sick leave may be granted at the discretion of the Board after the elimination period has been completed.

An employee shall inform the Superintendent of Schools in writing of his/her expected date of absence due to personal illness or medical disability immediately upon the employee's learning of his/her expected absence. The employee shall also inform the Superintendent of Schools in writing of the date when he/she expects to return to work immediately upon that employee's learning of his/her expected date of return to work. Any employee who is absent from work longer than ten (10) consecutive working days due to personal illness or medical disability shall submit to the Superintendent of Schools a doctor's statement which at a minimum shall include the date the personal illness or medical disability commenced and the date the employee can be expected to return to work. The Superintendent of Schools may request an employee who is absent from work for ten (10) or less consecutive working days due to personal illness or medical disability to submit a doctor's statement which at a minimum shall include the date the personal illness or medical disability commenced and the date the employee can be expected to return to work.

A pregnant employee who is unable to work because of personal illness or medical disability shall not be excluded from receiving sick leave benefits because the personal illness or medical disability is related to her being pregnant. Such personal illness or medical disability shall be proved to the satisfaction of the Superintendent of Schools in the same manner as required for personal illnesses and medical disabilities which are not a result of the employee being pregnant.

PERSONAL LEAVE: Employees shall be granted one working day of personal leave with pay. An employee planning to use a personal leave pay day shall notify and secure the approval of the

1 Superintendent of Schools at least three (3) working days in advance, except in the case of
2 emergency. Personal leaves shall not be granted during the first or last week of any school year, or
3 on any day immediately preceding or following a school holiday or vacation, except in extenuating
4 circumstances as determined by the Superintendent. The Superintendent of Schools shall not grant
5 more than two (2) requests per building per day, approval shall be granted in order of receipt of
6 notification. Additional requests beyond two (2) per building per day may be granted at the
7 Superintendent's discretion. Personal leave shall not be granted for the purpose of participation in
8 any form of work stoppage. Unused personal leave may accumulate to a maximum of three (3)
9 working days.

10
11 **EMERGENCY LEAVE:** Employees may be granted five (5) working days of emergency leave from
12 class with full pay for the following but not inclusive reasons, which because of urgency, necessitate
13 the employee being gone during the regular school day: paternal and adoptive leave, illness in the
14 immediate family, special appointments to include appointments with lawyers, doctors, banks, and
15 selective service physical examiners. Staff are encouraged to use ½ day increments for professional
16 appointments whenever possible. The Superintendent shall have the right to approve or deny all
17 emergency leaves. A request by an employee to accompany a spouse on interviews, job opportunity
18 searches, tours, conventions, and business trips shall not qualify for emergency leave consideration.
19 This shall apply to single employees as well as married employees. The five (5) working days of
20 emergency leave shall not be used to extend trips or vacations. The purpose of this policy is to aid
21 employees who are in need of emergency leave from work. Request for leave from work for reasons
22 other than those listed above may be granted but employees will be docked full pay for each day of
23 absence. Requests for leave from work must be made as far in advance as possible and approved
24 by the Superintendent of Schools. In all cases, requests for emergency leave must be submitted no
25 later than the end of the third working day following the absence to the building principal or designee
26 who will sign and date said request and provide a copy to the employee. If after notification of
27 missing leave form, \$20.00 per day penalty will be assessed to staff for up to five (5) days beginning
28 with the first day notified by Central Office. After the fifth day the superintendent will contact the
29 employee and request a meeting.

30
31 **FAMILY ILLNESS PAID LEAVE:** Employees may be granted three (3) working days of family illness
32 leave from class with full pay for the following reason, which because of urgency, necessitate the
33 employee being gone during the regular school day: illness in the immediate family. Immediate
34 family shall be defined as spouse, child, stepchild, parent, stepparent or IRS claimed dependent
35 household members. Requests for family illness paid leave must be submitted no later than the end
36 of the third working day following the absence to the building principal or designee who will sign and
37 date said request and provide a copy to the employee. If after notification of missing leave form,
38 \$20.00 per day penalty will be assessed to staff for up to five (5) days beginning with the first day
39 notified by Central Office. After the fifth day the superintendent will contact the employee and
40 request a meeting.

41
42 **FAMILY ILLNESS UNPAID LEAVE:** Not more than one leave of absence without pay for up to one
43 contract work year as established by the school calendar shall be granted for the purpose of caring
44 for a sick or injured member of the employee's immediate family. Additional family illness leave
45 without pay may be granted at the discretion of the Board of Directors.

46
47 **BEREAVEMENT LEAVE:** Up to eight (8) working days of bereavement leave with pay may be
48 granted to an employee in the event of the death of that employee's spouse, child, step-child,
49 mother, father, son-in-law, or daughter-in-law. Up to four (4) working days of bereavement leave with
50 pay may be granted to an employee in the event of the death of that employee's grandmother,
51 grandfather, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law,
52 grandparent-in-law, grandchildren or stepparent. The above leaves will be for each such occurrence.
53 In all cases, requests for bereavement leave must be submitted no later than the end of the third
54 working day following the absence to the building principal or designee who will sign and date said
55 request and provide a copy to the employee. If after notification of missing leave form, \$20.00 per
56 day penalty will be assessed to staff for up to five (5) days beginning with the first day notified by

Central Office. After the fifth day the superintendent will contact the employee and request a meeting. Emergency leave may be requested for an employee's attendance at other funerals.

JURY DUTY AND SUBPOENAED TESTIMONY LEAVE: The Board of Directors shall authorize special leave with pay for an employee's service on a jury or when subpoenaed to testify in court, except in cases involving a criminal act by the employee or a civil case initiated by the employee. Remuneration received by the employee, above mileage pay, for said service shall be turned over to the School District, in return for full regular pay from the School District. In all cases, requests for jury duty and subpoenaed testimony leave must be submitted no later than the end of the third working day following the absence. If after notification of missing leave form, \$20.00 per day penalty will be accessed to staff for up to five (5) days beginning with the first day notified by Central Office. After the fifth day the superintendent will contact the employee and request a meeting.

ASSOCIATION LEAVE: Up to a total of four (4) working days of Association leave with pay shall be available to the Association for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations during any one contract work year as established by the school calendar; i.e., one representative for four (4) working days Association leave with pay or four (4) representatives for one working day each of Association leave, etc. The Association or the Association's representative must request Association leave with pay in as far in advance as possible and the Superintendent of Schools must approve such leave. In all cases, requests for Association leave must be submitted no later than the end of the third working day following the absence. If after notification of missing leave form, \$20.00 per day penalty will be accessed to staff for up to five (5) days beginning with the first day notified by Central Office. After the fifth day the superintendent will contact the employee and request a meeting.

PROFESSIONAL LEAVE: Employees may be excused from school with pay to attend educational programs when said programs are in the best interest of the School District and when prior approval has been granted by the Superintendent of Schools. In all cases, requests for professional leave must be submitted no later than the end of the third working day following the absence. If after notification of missing leave form, \$20.00 per day penalty will be accessed to staff for up to five (5) days beginning with the first day notified by Central Office. After the fifth day the superintendent will contact the employee and request a meeting.

EDUCATIONAL IMPROVEMENT LEAVE: An educational improvement leave without pay for up to one contract work year as established by the school calendar may be granted at the sole discretion of the Board of Directors to an employee for study deemed by the Board of Directors to be of value to the School District or for other reasons deemed by the Board of Directors to be of value to the School District. An employee must submit his/her written request for educational improvement leave to the Superintendent of Schools no later than February 1st of the contract work year as established by the school calendar preceding the contract work year as established by the school calendar for which the educational improvement leave is requested. The Board of Directors shall review each employee's request for educational improvement leave and the Board of Directors shall have discretion to approve or deny that employee's request for educational improvement leave. Approval of an employee's request shall be contingent upon hiring of a replacement employee who is wholly acceptable to the Board of Directors and who is willing to accept a contract which shall terminate upon the return of the employee requesting educational improvement leave. The Board of Directors shall have discretion to determine the number of educational improvement leaves granted during each contract work year as established by the school calendar. An employee who returns from educational improvement leave shall be reinstated to the same benefits to which he/she was entitled during the last contract work year as established by the school calendar that the employee worked in the School District. An employee who returns from educational improvement leave shall not be credited with a year of service toward advancement on the salary schedule, nor shall that employee be credited with accumulated working days of paid sick leave, seniority, or any other benefits which

1 are attributable to the period of his/her absence due to educational improvement leave. The approval
2 of educational improvement leave does not signify Board of Directors endorsement of that employee
3 for a particular job assignment within the School District nor does it automatically qualify the
4 approved course of study or approved other reason to meet the continuing education requirement or
5 the requirements for advancing to a higher educational lane on the salary schedule as set forth in
6 Article IX, Teacher Salaries. An employee requesting educational improvement leave shall be
7 notified no later than May 1st of the Board of Directors decision. Staff shall inform the board of their
8 decision to return from leave by February 1st.

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10 **MISCELLANEOUS LEAVE:** Employees may be granted other leaves of absence for good reason
11 with pay or without pay upon making a written request to the Superintendent of Schools and this
12 request shall be granted or refused at the discretion of the Superintendent of Schools. Employees
13 who have children in another building in the District which has scheduled conferences at the same
14 time as the employee's building shall be granted paid leave of up to thirty (30) minutes with the time
15 to be arranged by mutual agreement with the building principal at least four (4) working days in
16 advance of the desired leave.

17
18 **PART-TIME EMPLOYEES:** Part-time employees shall receive the above leaves of absences on a
19 prorated basis; i.e., the part-time employee shall receive all of the above leaves and at the same
20 number of days as full-time employees but they will be compensated at the contracted rate, as
21 applicable, or released, as applicable, only for the period that the part-time employee would have
22 worked had the employee not been absent from work.

23
24 **FAMILY AND MEDICAL LEAVE:** Employees of the District are entitled to unpaid family and medical
25 leaves to the same extent and subject to the same terms and conditions as set forth in The Family
26 and Medical Leave Act of 1993. No provision of the Act is diminished by the inclusion of the
27 provision in this contract nor are the pre-existing family or medical leave provisions of this contract
28 diminished by the inclusion of this provision in this contract.

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ARTICLE VII

TEACHER SALARIES

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TEACHER SALARY SCHEDULE: The salary schedule for each teacher is set forth in Exhibit E, which is attached hereto and made a part hereof.

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Phase I and II DISTRIBUTION REDUCTIONS:

1. Phase I fund distribution will continue to be made based on state mandates requiring all districts to pay a minimum twenty-three thousand dollar (\$23,000.00) salary. As mutually agreed between the West Liberty Community School District and the West Liberty Education Association for the 2005-2006 school year, Phase II teacher supplemental salary monies will continue to be distributed for the 2006-2007 school year based on a supplemental base amount using the agreed upon supplemental schedule after the amount due other districts is subtracted from the gross dollar amount available. A copy of actual phase I and II distribution will be given to each employee following verification by the Association President prior to the first Friday in September of the contract year.
2. If at any time during the school year, the District is notified that actual Phase I or Phase II monies received from the state will not be the amount originally certified by the state for payment then the Phase I or II monies distributed to individual teachers will be adjusted based on mutual agreement between the District and the Association who will meet within ten (10) days of notification by the state of said adjustment. Adjustments due to mandated reduction or increases in Phase I or II monies will be made in the regular June paychecks.
3. The President of the Association will verify the distribution of Phase I and II funds prior to the first Friday of September of the contract year. If a state audit reveals that Phase I or II funds have not been properly distributed, the recipient of such funds or the Association shall agree to reimburse the District for the improper expenditure and these funds will be renegotiated between the District and the Association for proper redistribution.

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PHASE III DISTRIBUTION: Phase III fund distribution for the 2006-2007 school year shall be determined by mutual agreement between the District and the Association and based on the guidelines set forth in the Phase III Committee's Plan for the current contract year. The West Liberty Education Association and District will develop and approve the annual Phase III plan by May 1st of each year unless mutually agreed to extend the date.

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PLACEMENT ON THE TEACHER SALARY SCHEDULE: Teachers who are entering the School District for the first time may be given credit for experience outside the School District for a period of up to five (5) years. The Board of Directors shall be permitted to waive this five (5) year limit so as to give credit for experience outside the School District up to the maximum step within the applicable educational lane whenever it is necessary to obtain a teacher that the Board of Directors in its discretion deems qualified to fill a specific vacancy. All teachers who are entering the School District for the first time must file evidence of said experience and also certified transcripts of credit with the Superintendent of Schools. The Board of Directors reserves the right to evaluate any experience that was received outside the School District, and especially the experience of those teachers who have interrupted their teaching careers for lengthy periods of time, and to assign credit for teaching experience as it deems appropriate.

ADVANCEMENT ON THE TEACHER SALARY SCHEDULE: Teachers shall be granted one increment or vertical step on the teacher salary schedule for each successful year of service, as determined by the Board of Directors, until the maximum of their educational classification is reached. A year of service consists of employment in the School District for ninety (90) days and/or one full semester of consecutive teaching days or more in one contract work year as established by the school calendar. A partial year will be granted only once. This vertical step was waived in negotiations for the 2002-2003 school year.

ADVANCEMENT TO HIGHER EDUCATIONAL LANE ON THE TEACHER SALARY SCHEDULE: Teachers shall be advanced from one educational lane to a higher educational lane on the teacher salary schedule upon compliance with the following requirements:

1. Any teacher expecting to move to a higher education lane must comply with the terms of the master contract and complete the Staff Information Sheet which will be recognized as suitable evidence that the teacher is changing educational lanes. The Sheet will be distributed to staff during the in-service days prior to the opening day of school and returned to the Board Secretary prior to the opening day of school.
2. The teacher shall file a certified transcript of the additional credit with the Superintendent of Schools no later than sixty (60) working days after the commencement of the contract work year. Any additional salary paid as a basis of additional credit granted may be deducted from the employee's pay if the certified transcript is not filed during this sixty (60) day period.
3.
 - (a) The teacher shall earn twelve (12) hours of graduate credit from an accredited college or university subsequent to the award of his/her initial BA degree with one-half (1/2) of this credit in the subject area of that teacher's field(s) of classroom instruction as approved in writing prior to enrollment by the Superintendent of Schools or other comparable training as approved in writing prior to enrollment by the Board of Directors. A certified transcript of said graduate credits or proof of completion of comparable training shall be presented to the Superintendent in order for that teacher to advance from the BA educational lane to the BA plus twelve (12) hours educational lane on the teacher salary schedule; or if a teacher does not receive approval prior to enrollment he/she may apply to the Superintendent prior to the opening day of school of the next year for salary schedule credit for the course(s). If approval is granted, the employee would advance on the salary schedule one year later than he/she would have otherwise.
 - (b) The teacher shall earn twenty-four (24) hours of graduate credit from an accredited college or university subsequent to the award of his/her initial BA degree with one-half (1/2) of this credit in the subject area of that teacher's field(s) of classroom instruction as approved in writing prior to enrollment by the Superintendent of Schools or other comparable training as approved in writing prior to enrollment by the Board of Directors. A certified transcript of said graduate credits or proof of completion of comparable training shall be presented to the Superintendent in order for that teacher to advance from the BA plus twelve (12) hours educational lane to the BA plus twenty-four (24) hours educational lane on the teacher salary schedule; or
 - (c) The teacher shall earn an MA degree from an accredited college or university with a minimum of twenty-four (24) hours of graduate credit earned toward said MA degree being in the subject area of that teacher's field(s) of classroom instruction as approved in writing prior to enrollment by the Superintendent of Schools. A certified transcript of said graduate credits shall be presented to the Superintendent in order for that teacher to advance from the BA plus twenty-four (24) hours educational lane to the MA educational lane on the teacher salary schedule; or

- 1 (d) The teacher shall earn fifteen (15) hours of graduate credit from an accredited
2 college or university subsequent to the award of his/her initial MA degree with
3 one-half (1/2) of this credit in the subject area of that teacher's field(s) of classroom
4 instruction as approved in writing prior to enrollment by the Superintendent of
5 Schools or other comparable training as approved in writing prior to enrollment by the
6 Board of Directors. A certified transcript of said graduate credits or proof of
7 completion of comparable training shall be presented to the Superintendent in order
8 for that teacher to advance from the MA educational lane to the MA plus fifteen (15)
9 hours educational lane on the teacher salary schedule.

10
11 The Superintendent of Schools must, prior to enrollment, approve in writing a teacher's
12 undergraduate or graduate credit as qualifying as undergraduate or graduate credit from an
13 accredited college or university and, if applicable, as being within the subject area of the teacher's
14 field(s) of classroom instruction. A teacher's field(s) of classroom instruction shall not include
15 extracurricular activities, activity supervision, or classroom duties and subjects of instruction which
16 are incidental or supplemental to that teacher's field(s) of classroom instruction. Any undergraduate
17 credit, graduate credit, or comparable training, which qualifies the teacher to meet the continuing
18 education requirements set forth in the Iowa Code, shall not automatically qualify as credit toward
19 that teacher's advancement from one educational lane to a higher educational lane on the teacher
20 salary schedule. The Board of Directors must, prior to enrollment, specifically designate in writing
21 any comparable training credit that it approves as qualifying for inclusion as credit toward
22 advancement from one educational lane to a higher educational lane on the teacher salary schedule
23 or such comparable training shall be deemed as qualifying only to meet the continuing education
24 requirement set forth in the Iowa Code. Any undergraduate, graduate credit, or comparable training
25 a teacher has enrolled in prior to July 1, 1979, shall qualify or not qualify according to the standards
26 of the Master Contract in force at the time of submission of the certified transcript for approval. Any
27 undergraduate degree, graduate degree, graduate credit, or comparable training a teacher enrolls in
28 on, or after July 1, 1979, must be approved in writing prior to enrollment as set forth above and shall
29 qualify or not qualify according to the standards of the Master Contract in force at the time of
30 submission of the certified transcript for approval.

31
32 Teachers who move from one educational lane to a higher educational lane on the teacher salary
33 schedule shall receive one incremental or vertical step.

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35 If no prior approval of hours is on file in the Superintendent's office, the staff information sheet will
36 not be considered to be "suitable evidence."

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38 **METHOD OF PAYMENT:** All employees shall have the option of being paid ten (10) or twelve (12)
39 equal installments payable on the fifteenth (15th) day of each month. Each employee is required to
40 notify the board secretary in writing of their decision no later than five (5) working days after the
41 commencement of the contract work year as established by the school calendar. When a pay date
42 falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks
43 on the last previous working day.

44
45 All annuity checks will be generated within eight (8) working days after the pay checks are issued for
46 the month. If a statement or billing has been received from the annuity company at the
47 Superintendent's Office prior to the generation of the annuity checks, these annuity checks will be
48 mailed to the annuity company on the date that the annuity checks are generated. All other annuity
49 checks will be mailed on the date that the individual statement or billing from the annuity company is
50 received by the Superintendent's Office. It shall be the responsibility of each participating employee
51 to comply with all state and federal regulations and laws concerning annuities.

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ARTICLE VIII

ACTIVITY SUPERVISION

ACTIVITY SUPERVISION: The Board of Directors will contract teachers for activity supervision duty which may extend beyond the regularly scheduled in-school day but is to be performed during the teacher's contract work year as established by the school calendar. All teachers who are presently contracted for activity supervision duty may retain their position. Any position vacated by resignation or personal option at the end of the contract work year as established by the school calendar may be filled with teachers who volunteer for such duty with teachers having the most seniority in the School District receiving first preference. In the event that there are more volunteers of equal seniority than openings, positions will be filled by lot. If vacancies still exist, the positions will be filled in reverse order of School District seniority using a lottery system, if necessary, to select between teachers of equal seniority. This process will be completed as soon as possible after the beginning of the school year in which the services will be performed.

The Board of Directors reserves the right to by-pass an individual employee who by seniority would be selected to fill voluntary or involuntary positions if that person would not be physically fit, as determined in writing by a physician, to perform duties as an activity supervisor. Assignment to duty, once contracted, is at the discretion and sole control of the Board of Directors and its designated representatives.

The salary schedule for each teacher contracted to perform activity supervision duty is set forth at Exhibit F, which is attached hereto and made a part hereof.

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ARTICLE IX

**EXTRACURRICULAR ACTIVITIES AND
DRIVER EDUCATION PROGRAM**

EXTRACURRICULAR ACTIVITIES: The Board of Directors may contract with one or more teachers, employees, or other persons for extracurricular activities assignments. An employee may be required to accept reasonable extracurricular assignments in addition to his/her other duties as determined by the Board of Directors and these assignments may extend beyond the regularly scheduled in-school day during the contract work year as established by the school calendar and during the summer months not included in the regular contract work year as established by the school calendar.

The salary schedule for each person contracted to perform extracurricular activities assignments set forth at Exhibit G, which is attached hereto and made a part hereof.

DRIVER EDUCATION PROGRAM: The Board of Directors may contract with one or more teachers, employees, or other persons to conduct the driver education program and this program may extend beyond the regularly scheduled in-school day during the contract work year as established by the school calendar and during the summer months not included in the regular contract work year as established by the school calendar.

ARTICLE X

NURSE SALARIES

NURSE SALARY SCHEDULE: BSN and BA nurses are placed in the appropriate lane of the BA salary schedule.

PLACEMENT ON THE NURSE SALARY SCHEDULE: Nurses who are entering the School District for the first time shall be placed at step zero (0) on the salary schedule. The Board of Directors shall be permitted to waive this limit so as to give credit for experience outside the School District up to the maximum step whenever it is necessary to obtain a nurse that the Board of Directors in its discretion deems qualified to fill a specific vacancy.

ADVANCEMENT ON THE NURSE SALARY SCHEDULE: Nurses shall be granted one increment or vertical step on the salary schedule for each year of successful service, as determined at the discretion of the Board of Directors, until the maximum of the salary schedule is reached. A year of service consists of employment in the School District for ninety (90) days and/or one full semester of consecutive working days or more in one contract work year as established by the school calendar. A partial year will be granted only once.

METHOD OF PAYMENT: All nurses shall be paid in twelve (12) equal installments payable on the fifteenth (15th) day of each month. When a pay date falls on or during a school holiday, vacation, or weekend, nurses will receive their pay checks on the last previous working day.

PART-TIME NURSES: Part-time nurses shall receive a pro-rated salary based on the number of hours worked per week divided by the forty (40) hour work week established for full-time employees.

All annuity checks will be generated within eight (8) working days after the pay checks are issued for the month. If a statement or billing has been received from the annuity company at the Superintendent's Office prior to the generation of the annuity checks, these annuity checks will be mailed to the annuity company on the date that the annuity checks are generated. All other annuity checks will be mailed on the date that the individual statement or billing from the annuity company is received by the Superintendent's Office.

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EMPLOYEES' GROUP HOSPITALIZATION AND MAJOR MEDICAL INSURANCE POLICY: The School District shall select and make the following contributions toward an employees' group hospitalization and major medical insurance policy. The Board of Directors is not obligated to underwrite, coinsure, or provide employee's group hospitalization and major medical insurance to employees except in the form of contributing to an employees' group hospitalization and major medical insurance policy. In the event the District elects to change the current insurance plan, the new plan will be substantially equivalent to the existing plan in effect. Either a full or comprehensive insurance plan may be chosen at the employee's discretion subject to continued availability from the present carrier.

Family Plan with the husband and wife both employed by the School District - up to eight hundred ninety-eight dollars (\$898.00) toward the monthly full coverage rate.

As implied the Single Plan rate covers just one person.

The employees' group hospitalization and major medical insurance policy shall provide coverage for twelve (12) consecutive months beginning September 1, 2006 and ending August 31, 2007.

Employee portion for September and October medical/dental insurance will be withheld from the employee's September paycheck.

EMPLOYEES' GROUP DENTAL INSURANCE POLICY: The School District shall select and make the following contributions toward an employees' group dental insurance policy. The Board of Directors is not obligated to underwrite, coinsure, or provide employees' group dental insurance to employees except in the form of contributing to an employees' group dental insurance policy. In the event the District elects to change the current insurance plan, the new plan will be substantially equivalent to the existing plan in effect.

1 Single Plan - up to twenty-three dollars and fifty-eight cents (\$23.58) toward the monthly full
2 coverage rate.

3
4 Family Plan with the husband and wife both employed by the School District - up to fifty-six
5 dollars and fifty-five cents (\$56.55) toward the monthly full coverage rate. .

6
7 Family Plan with either the husband or wife employed by the School District - up to fifty-six
8 dollars and fifty-five cents (\$56.55) toward the monthly rate.

9
10 As implied the Single Plan rate covers just one person.

11
12 The employees' group dental insurance policy shall provide coverage for twelve (12) consecutive
13 months beginning September 1, 2006 and ending August 31, 2007. Any School District employee
14 may terminate his/her payroll deduction for the employees' group dental insurance policy at any time
15 by giving written notice to the Board of Directors not later than eight (8) working days prior to the
16 final preparation of the monthly payroll for the payroll period in which the payroll deduction is to
17 terminate. An employee may terminate his/her Family Plan payroll deduction for the employees'
18 group dental insurance policy only with the permission of the Superintendent or Board of Directors.

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20 In order for employees to be eligible for and to receive the above stated School District contribution
21 toward an employees' group dental policy, the employee must work the same amount of time as is
22 required under the Hospitalization and Major Medical Insurance.

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24 **EMPLOYEES' GROUP LONG TERM DISABILITY INSURANCE POLICY:** The School District shall
25 select and make the following contribution toward an employees' group long term disability insurance
26 policy. The Board of Directors is not obligated to underwrite, coinsure, or provide employees' group
27 long term disability insurance to employees except in the form of contributing to an employees' group
28 long term disability insurance policy. In the event the District elects to change the current insurance
29 plan, the new plan will be substantially equivalent to the existing plan in effect.

30
31 One hundred percent (100%) toward the annual premium

32
33 In order for employees to be eligible for participation in the employees' group long term disability
34 insurance policy, the employee must be contracted at least thirty (30) hours per week.

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36 The employees' group long term disability policy shall provide coverage for twelve (12) consecutive
37 months beginning July 1, 2006 and ending June 30, 2007.

1 **ARTICLE XII**

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3 **CONTRACT WORK YEAR**

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5 **TEACHER AND NURSE CONTRACT WORK YEAR:** The regular teacher contract work year as
6 established by the school calendar shall not exceed one hundred ninety three (193) working days of
7 which one hundred eighty (180) working days shall be student contact days, seven (7) working days
8 shall be employee orientation days or employee in-service training days or any other days on which
9 employee attendance is required, and six (6) working days shall be paid holidays to include: Labor
10 Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, and Memorial Day,
11 if included within the teacher contract work year as established by the school calendar.
12

13 **PART-TIME EMPLOYEES:** Part-time employees shall receive the above paid holidays on a
14 pro-rated basis; i.e., the part-time employee shall receive all of the above paid holidays and at the
15 same number of days as full-time employees but they will be compensated at the contracted rate
16 only for the period that the part-time employee would have worked had the employee not been
17 absent from work due to the holiday.
18

19 **MAKE UP OF NON-ATTENDANCE WORKING DAYS:** Employees may be required to make up
20 without additional pay or allowances any non-attendance or abbreviated attendance working days to
21 include student contact days, employee orientation days, employee in-service training days, and any
22 other days on which employee attendance is required attributable to the Superintendent of Schools
23 determination, at his/her discretion, that school is closed due to inclement weather or other
24 emergency reasons. The Board of Directors shall have discretion to determine if and when
25 employees shall make up without additional pay or allowances any non-attendance or abbreviated
26 attendance working days. The Board of Directors shall have discretion to schedule the above
27 makeup working days without additional pay or allowances either during the teacher and nurse
28 contract work year as established by the school calendar or by extending the teacher and nurse
29 contract work year by modifying or changing the school calendar after adoption.
30

31 The District will endeavor not to schedule non-pupil contact work days or meetings on Saturdays and
32 Sundays except in cases of inclement weather or other emergency reasons as determined, after
33 consultation with the Association, in the sole discretion of the Superintendent of Schools. After
34 consultation with the Association, the District retains the right to schedule or reschedule student
35 contact days, extracurricular activities, activities supervision duties, drivers education training, and
36 any meetings or activities where attendance is voluntary on Saturdays and Sundays.
37

38 **SCHOOL CALENDAR:** Employees and the Association shall have the right to recommend changes
39 to the proposed school calendar prior to its adoption but the Board of Directors has the discretion to
40 adopt as well as the discretion to modify or change the school calendar after adoption.

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ARTICLE XIII

LENGTH OF CONTRACT WORK DAY

Each building principal, subject to the approval of the superintendent, shall determine the time of arrival for duty and the time of departure from duty of each employee. The time may vary with each building and each employee as determined by the building principal, subject to the approval of the superintendent. However, no arrival time will be before 7:30 a.m. and no departure time will be later than 4:00 p.m., not to exceed an eight (8) hour day, except for meetings before and after the employee's regular contract work day. On Fridays or days preceding holidays and vacations the employee's day shall end at the close of the students' day.

All employees regardless of the building in which they work are required to remain in their room or available within the school building until 4:00 p.m., for consultation with fellow employees, administrators, or parents. Exceptions to this rule will be made for employees who are actively engaged in extracurricular activities.

Employees who wish to leave the building between 8:00 a.m. and 4:00 p.m. must obtain permission from their building principal or immediate supervisor and notify the building office where they are going during that time. Employees may leave the building during their preparation time with full pay for the following reasons, which because of urgency, necessitate the employee being gone during the regular school day: illness in the immediate family, special appointments to include appointments with lawyers, doctors, banks, and selective service physical examiners.

LUNCH BREAK FOR EMPLOYEES REQUIRED TO PERFORM HALL, PLAYGROUND, OR OUTSIDE DUTY DURING THE STUDENT LUNCH PERIOD: The District shall endeavor to schedule a lunch break of approximately twenty (20) minutes for each employee who is required both to eat with their students and to perform hall, playground, or outside duty during the student lunch period except during inclement weather or other times when this lunch break conflicts with student needs. The twenty (20) minute lunch break may occur during the student lunch period or during the periods immediately before or after the student lunch period for K-6 employees or during a second daily preparation period for seven to twelve (7-12) employees. The District shall not be required to hire additional personnel or to go to additional expense so as to provide this lunch break; but it shall endeavor to schedule classroom, lunchroom, hall, playground, and outside duty so as to minimize infringement of this lunch break.

EMPLOYEE PREPARATION TIME: The District shall endeavor to schedule daily preparation time for a total minimum of 200 minutes per week for each K-12 employee. This time is to be during the regular contract day. The District shall not be required to hire additional personnel or to go to additional expense so as to provide this preparation time; but it shall endeavor to schedule classroom, lunchroom, hall, playground, and outside duty so as to minimize infringement on this preparation time.

ARTICLE XIV

MEETINGS

All employees may be required to come to school before or remain after the regular contract work day, without additional compensation, for the purpose of attending staff or other work related meetings. Such meetings shall begin no earlier than 7:30 a.m. or later than 3:30 p.m. at all buildings, and such meetings shall run for no more than sixty (60) minutes. The meetings may be extended by mutual agreement.

An agenda of the scheduled meeting shall be posted in the staff lounge or other appropriate location at least two (2) days prior to the meeting when practical, but no agenda is required to be posted when items requiring immediate attention are to be discussed. Employees shall have the opportunity to suggest additional items for inclusion on the agenda of the meeting.

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ARTICLE XV

SENIORITY

DEFINITION: Seniority shall be defined as the number of years of continuous service in the School District from the most recent date of hire. A year of service consists of employment in the School District for ninety (90) days and/or one full semester of consecutive teaching days or more in one contract work year as established by the school calendar. A partial year will be granted only once. Seniority will be determined as of July 1st of each contract work year as established by the school calendar. Employees with the same most recent date of hire will have equal seniority except that the employee with the most total employment in the School District prior to the most recent date of hire will be ranked above fellow employees with less or no previous employment in the School District prior to the most recent date of hire. An extended contract employee will not receive additional seniority credit for the tenth, eleventh or twelfth month of his/her extended contract. An employee shall retain and accrue seniority during any period that he/she is on an approved leave of absence. An employee shall retain, but not accrue, seniority during any period that he/she has been laid-off but is subject to recall pursuant to Article XIX, Staff Reduction Procedure. If a teacher is transferred through involuntary staff realignment he/she shall retain accrued seniority and continue to accumulate seniority in the area, level, or department from which transferred and take his/her accrued seniority and accumulate seniority in the new area, level, or department. If a teacher requests a voluntary transfer, the teacher shall take his/her accrued seniority with him/her to the next area, level, or department and surrender the seniority he/she previously earned in the area, level, or department from which transferred. An employee shall be entitled to full credit for service in the School District, regardless of whether that employee is full-time or part-time employee. Temporary substitute and long term substitute teachers accrue no seniority during their service as substitute employees. Seniority will terminate when the employee resigns, is terminated, is laid-off for a period exceeding two (2) years, fails to respond to recall pursuant to Article XIX, Staff Reduction Procedure, or fails to return following an approved leave of absence. An employee shall be entitled to full credit for service in the School District, regardless of whether that employee is a full-time or part-time employee.

SENIORITY LIST: The School District shall prepare a teacher seniority list and a nurse seniority list which shall include each teacher's or nurse's: name, number of years of continuous, full-time or part-time employment in the School District from the most recent date of hire, and seniority rank number. The teacher seniority list and the nurse seniority list will be posted in each school building by October 1st. Employees have ten (10) working days to raise objections to their seniority ranking. Any objections are waived if not made within the ten (10) working days.

Where seniority is applicable throughout this Agreement, it shall be measured according to this Article.

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ARTICLE XVI

STAFF REDUCTION PROCEDURE

If the Board of Directors shall in its discretion determine to reduce staff or discontinue programs, the procedure set forth in this Article shall be followed.

LAYOFFS: The Board of Directors shall in its discretion determine the number of employees, if any, to be laid off in each of the following categories:

- Pre-K Special Needs
- TAG - K-12
- Pre-Kindergarten
- Regular Classroom teacher K-6
- Remedial Reading teacher K-6
- Remedial Reading teacher 7-12
- Bilingual teacher K-6
- Bilingual teacher 7-12
- Special Education teacher K-6
- Special Education teacher 7-12
- Guidance counselor K-6
- Guidance counselor 7-12
- School nurse K-12
- Art teacher K- 12
- Instrumental Music teacher K-12
- Physical Education teacher K-12
- Librarian K- 12
- Vocal Music teacher K-12
- English teacher 7-12
- Mathematics teacher 7-12
- Science teacher 7-12
- Social Studies teacher 7-12
- Spanish teacher 7-12
- Industrial Arts teacher 7-12
- Business Education teacher 7-12
- Vocational Agriculture teacher 7-12
- Vocational Home Economics teacher 7-12
- German 7-12
- Drivers Education teacher 9-12
- ESL

It is the intention of the parties that each of the above categories shall be considered as a separate unit. Each employee shall be placed in the most recent category in which he/she is contracted for employment as of the effective date of this Agreement and not as of the effective date of any successor or subsequent agreement. If any employee is contracted for employment in more than one category he/she will be placed in each category. If any employee voluntarily or involuntarily transfers from one category to another category he/she will be credited with seniority in the new category based on his/her seniority earned in the previous category.

Layoffs within each of the above categories shall be made in the following order:

FIRST: Normal attrition resulting from employees retiring or resigning.

SECOND: Employees with professional certification or permanent professional certification and endorsement but with temporary approval in reverse order of seniority in the School District except that the Board of Directors may retain any employee with professional certification or permanent professional certification and endorsement but with temporary approval that it determines in its discretion must be retained to maintain program continuity.

THIRD: Employees with professional certification or permanent professional certification, endorsement, and approval in reverse order of seniority in the School District except that the Board of Directors may retain any employee with professional certification or permanent professional certification, endorsement, and approval, regardless of that employee's seniority in the School District, that it determines in its discretion must be retained to maintain program continuity.

Qualifications, evaluations, ability to perform the work to be assigned, and any other pertinent criteria all as determined at the discretion of the Superintendent of Schools shall be the deciding criteria in those instances where there are two (2) or more employees of equal seniority within the same order. For the purposes of this Agreement the term "qualifications" shall include educational background, teaching and professional experience in the subject area to be assigned, and certification, endorsement, and approval in the subject area to be assigned.

It is the intention of the parties that all layoffs occur in the first order within each category prior to preceding to the second order within each category and likewise in the second order within each category prior to proceeding to the third order within each category, except that employees retained to maintain program continuity in each order are to be excluded in determining if all layoffs can occur within that order. The maintenance of program continuity in extracurricular activity and activity supervision assignments shall not be grounds for retaining employees who would otherwise be laid off within the category affected. The Board of Directors shall attempt, if practicable, to utilize School District employees who are not necessarily in categories affected by staff reduction to maintain program continuity in categories affected rather than retaining an employee who would otherwise be laid off within the category affected. Seniority shall be interpreted to mean seniority in the School District as of the date the Board of Directors determines the number of employees to be laid off in each category.

RECALL RIGHTS: Any full-time teacher laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of layoff or from July 1st following the contract work year in which notice of layoff was received, whichever is later, to a position in which they have had teaching experience in the West Liberty Community School District at the time of layoff. Any full-time teachers laid off pursuant to this Article shall also have the right for the two (2) year period to be given due consideration by the Superintendent of Schools for positions for which they may be qualified or become qualified along with all other qualified applicants. In the event a teacher on recall is not selected for a position in which they have qualifications but have not taught in the West Liberty Community School District, the Superintendent of Schools shall put in writing the reasons he/she selected the candidate hired. Any nurse laid off pursuant to this policy shall have recall rights to any school nurse position for which he/she is or may have become qualified, for two (2) years from the effective date of layoff or from July 1st following the contract work year in which notice of layoff was received, whichever is later, and he/she shall be recalled to available school nurse positions for which he/she is qualified in reverse order of layoff. A nurse shall not have recall rights

1 to any teaching position even if that nurse is or may become certified, endorsed, and approved to
2 teach in a category where there is an available teaching position. No temporary substitute or long
3 term substitute teacher shall have recall rights. No employee may be prevented from securing other
4 employment during the period that he/she is laid off pursuant to this policy. The employee shall have
5 ten (10) working days from the date the written recall notice is sent by certified mail or personally
6 served to his/her last known address as on file with the School District in which to accept recall as
7 evidenced by verification of his/her certification, endorsement, and approval and by signing an
8 individual contract. A copy of the written recall notice shall be sent to the president of the
9 Association. The employee's recall rights shall terminate at any time that he/she either accepts recall
10 or refuses recall to any equivalent (in time) position or does not respond to a recall notice sent by
11 certified mail to the last known address on file with the School District within the ten (10) working day
12 limit. The employee may refuse recall to any less than an equivalent (in time) position he/she shall
13 be considered to have been laid off for purpose of subsequent recall as of the date of the notice of
14 recall as set forth herein.

15
16 **NOTIFICATION:** The Administration shall provide written notice to each employee with recall rights
17 who is to be laid off no later than as provided by the Code of Iowa, preceding each contract work
18 year as established by the school calendar. The Board of Directors shall keep on file a current list of
19 those employees who have retained such recall rights provided by this Agreement. The Board of
20 Directors shall provide the Association with a copy of the current list of those employees who have
21 retained such recall rights provided by this Agreement within twenty (20) working days of July 1st of
22 each contract work year. It shall be the responsibility of the employee on recall to inform the School
23 District of a change in mailing address.

24
25 **BENEFITS:** Any employee who is re-employed by exercising his/her recall rights shall be given
26 his/her efficiency rating and experience as if continuously employed in the School District.

27
28 **RESIGNATIONS:** Any employee who resigns upon request for reasons of staff reduction shall be
29 accorded the recall rights provided by this Agreement unless specifically waived in writing.

30
31 **PART-TIME EMPLOYEES:** A part-time as defined in Article 11, who is laid off pursuant to this policy
32 shall have recall rights as set forth above to an equivalent part-time position but not to a full-time
33 position. This does not preclude the School District in its discretion from offering the part-time
34 employee a full-time position as set forth above. If the part-time employee was initially a full-time
35 employee who was subsequently reduced to part-time and then laid-off, the employee would have
36 recall rights to a full-time position in the same manner as a full-time employee with recall rights. The
37 part-time teacher will be given due consideration by the Superintendent of Schools as set forth
38 above for positions for which they may be qualified or become qualified along with all other qualified
39 applicants. In the event a part-time teacher on recall is not selected for a position in which they have
40 qualifications but have not taught in the West Liberty Community School District, the Superintendent
41 of Schools shall put in writing the reasons he/she selected the candidate hired.

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ARTICLE XVII

VOLUNTARY TRANSFERS

DEFINITIONS: A "vacancy" exists when a position becomes available because of death, retirement, resignation, transfer, termination of an employee, or when a new position is created.

A "voluntary transfer" shall be considered the movement of a teacher, based upon the request of the teacher, to a vacant teaching position on a different grade level, or the movement of a teacher to a vacant teaching position requiring a different Department of Education certification, endorsement, and approval from that held for the previous teaching position, or the movement of a teacher to a vacant teaching position in a different school building from the building where the teacher was assigned for the previous teaching position, or the movement of a nurse to a vacant school nurse position requiring a different Department of Education certification, endorsement, and approval from that held for the previous school nurse position.

NOTIFICATION OF VACANCIES: The Superintendent of Schools shall post in each school building a list of the teaching position vacancies and the school nurse position vacancies which occur during the contract work year as established by the school calendar. The Superintendent of Schools shall post in each school building a list of the teaching position vacancies and the school nurse position vacancies for the following contract work year as established by the school calendar as soon as is practicable upon learning of the vacancy. The Superintendent of Schools shall have the discretion to fill or not to fill any portion or all of a vacant teaching position or a vacant school nurse position.

PREFERENCE FOR FILLING VACANCY: Once the Superintendent of Schools has determined that a vacancy exists after staff realignment or involuntary transfer procedures have been pursued, the following shall be a preference for filling a vacancy in the School District: (1) employees returning from a leave of absence, from the vacancy or an equivalent vacant position, (2) full-time employees seeking voluntary transfer, (3) part-time employees seeking voluntary transfer, (4) former employees on recall, (5) long term substitute teachers with some accrued seniority in the School District, (6) persons seeking employment in the District for the first time. The Superintendent of Schools shall give due consideration to all eligible and qualified applicants in the best interest of the School District.

VOLUNTARY REQUESTS FOR TRANSFER: Teachers desiring to voluntarily transfer to a vacant teaching position on a different grade level, or desiring to voluntarily transfer to a vacant teaching position requiring a different Department of Education certification, endorsement, and approval from that held for the previous teaching position, or desiring to voluntarily transfer to a vacant teaching position in a different school building from the building where the teacher was assigned for the previous teaching position may file a written request for transfer with the Superintendent of Schools. The written request for voluntary transfer shall include the designation of the vacant teaching position to which the teacher desires to be transferred. Requests for voluntary transfer to be effective the following contract work year as established by the school calendar shall be submitted no later than ten (10) days following the posting of the vacancy notice. Nurses desiring to voluntarily transfer to a vacant school nurse position, or desiring to voluntarily transfer to a vacant school nurse position requiring a different Department of Education certification, endorsement, and approval from that held for the previous school nurse position, or desiring to voluntarily transfer to a vacant school nurse position in a different school building from the building where the nurse was assigned for the previous school nurse position may file a written request for transfer with the Superintendent of Schools. The written request for voluntary transfer shall include the designation of the vacant school nurse position to which the nurse desires to be transferred. Requests for voluntary transfer to be

1 effective the following contract work year as established by the school calendar shall be submitted
2 no later than ten (10) days following the posting of the vacancy notice.

3
4 **POSTING OF TRANSFERS:** The Superintendent of Schools shall post in each school building a
5 system-wide schedule showing the name of all employees who are being transferred and the nature
6 of such transfer as soon as is practicable upon finalization of that system-wide schedule.

7
8 **PROCEDURE FOR REVIEWING REQUESTS OF VOLUNTARY TRANSFER:** The Superintendent
9 of Schools shall have discretion to approve or disapprove employee requests for voluntary transfer
10 based upon its determination of whether or not approval of the request for voluntary transfer is in the
11 best interest of the School District. If more than one eligible employee has applied for the same
12 vacancy the determination as to which, if any, employee request for voluntary transfer is approved
13 shall be made at the discretion of the Superintendent of Schools who shall determine the best
14 interest of the School District based upon all relevant information available to the Superintendent of
15 Schools.

16
17 **DETERMINATION OF TRANSFER:** The decision or determination on a request for voluntary
18 transfer shall be in the sole and explicit discretion of the Superintendent of Schools whose decision
19 shall not be subject to grievance procedures.

1 **ARTICLE XVIII**

2
3 **STAFF REALIGNMENT**

4
5 **DEFINITION:** A "staff realignment" shall be considered the movement of a teacher or teachers, not
6 based upon the request of the teachers but in the discretion of the Superintendent of Schools based
7 on the need of the School District, to a teaching position on a different grade level, or the movement
8 of a teacher to a teaching position requiring a different Department of Education certification,
9 endorsement, and approval from that held for the previous teaching position, or the movement of a
10 teacher to a teaching position in a different school building from the building where the teacher was
11 assigned for the previous teaching position, or the movement of a nurse, not based upon the request
12 of the nurse, but in the discretion of the Superintendent of Schools based on the need of the School
13 District, to a school nurse position, or the movement of a nurse to a school nurse position requiring a
14 different Department of Education certification, endorsement, and approval from that held for the
15 previous school nurse position, or the movement of a nurse to a school nurse position in a different
16 school building from the building where the nurse was assigned for the previous school nurse
17 position.

18
19 **PROCEDURE FOR STAFF REALIGNMENT:** The Superintendent of Schools will have discretion to
20 realign employees based upon his/her determination of the need of the School District. The
21 Superintendent of Schools shall have discretion to fill or not to fill any position or make any transfer
22 for staff realignment or any other purpose in the best interest of the School District.

23
24 **NOTICE:** Notice of a staff realignment shall be given in writing to the employees affected as soon as
25 it is practicable after the determination that the employees will be realigned.

26
27 **MEETING AND APPEAL OF STAFF REALIGNMENT:** An employee who has been transferred due
28 to a staff realignment may protest that staff realignment decision up to the Superintendent of
29 Schools. The Superintendent of Schools shall provide for the employee the reasons, in writing, for
30 the decision to transfer due to staff realignment. The Superintendent shall also meet to discuss
31 these reasons with the employee, an Association representative, if the employee desires, and the
32 building principal.

33
34 **DETERMINATION OF TRANSFER:** The decision or determination of the necessity of a transfer due
35 to staff realignment shall be in the sole and explicit discretion of the Superintendent of Schools
36 whose decision shall not be subject to grievance procedures.

1 **ARTICLE XIX**

2
3 **IN-SERVICE TRAINING**

4
5 After consultation with the Association, the Superintendent of Schools retains the sole discretion to
6 schedule appropriate time during the school year for use by the administration and each teacher and
7 nurse for curriculum planning pursuant to a Board of Directors approved program of curriculum
8 planning.
9

10 The Board of Directors invites each employee and the Association to submit oral or written proposals
11 for the improvement of the content and format of employee in-service training conducted at
12 in-service training days held during the contract work year as established by the school calendar.
13 The Board of Directors shall review all oral or written proposals for the improvement of the content
14 and format of in-service training to be conducted at in-service training days held during the contract
15 work year as established by the school calendar. The Board of Directors shall have discretion to
16 adopt, adopt in part, adopt with revisions, or reject oral or written proposals for the improvement of
17 the content or format of in-service training conducted at inservice training days whether held during
18 the contract work year as established by the school calendar or otherwise.

ARTICLE XX

EMPLOYEE EVALUATION PROCEDURE

DEFINITIONS: An "Evaluation" shall mean a judgment of the quality of an employee's professional performance while that employee is performing his/her assigned duties for the School District during the regular work day.

A "Formal Evaluation" shall mean the written summary of the evaluation which results from one or more formal observations of an employee's professional performance in the classroom or equivalent working place. The formal evaluation may include information beyond the scope of the actual classroom or equivalent observation and shall serve as a summary of the employee's overall performance. Formal evaluation of an employee's professional performance of extracurricular activities duties or activity supervision duties is not required. Any formal evaluation that is in fact made of extracurricular activities duties or activity supervision duties shall serve both as a summary of the employee's performance of the particular extracurricular activities duty or activity supervision duty and as a portion of the employee's overall performance.

An "Informal Evaluation" shall mean the written summary of the evaluation which results from any classroom or other observation, other than a formal observation, of an employee's professional performance.

An "Evaluation File" shall mean the evaluation file maintained by the building principal or immediate supervisor which contains the formal evaluations and informal evaluations of an employee.

NOTIFICATION: As soon as practicable after the beginning of each contract work year as established by the school calendar the School District shall acquaint each employee with this evaluation procedure and advise each employee as to the building principal or immediate supervisor who will observe and evaluate that employee's professional performance. A new employee or an employee reassigned after the beginning of the contract work year as established by the school calendar shall be acquainted with this employee evaluation procedure and the building principal or immediate supervisor who will probably observe and evaluate that employee's professional performance as soon as practicable after the beginning of the new assignment. No formal evaluation of an employee shall take place until that employee has been acquainted with this employee evaluation procedure. Notice of a change in the person to observe during the course of the school year shall be given to that employee as soon as is practicable after the School District becomes aware that a change in evaluator will be necessary.

FORMAL EVALUATION: All employees serving during their first two (2) years of continuous service in the School District from their most recent date of hire and employees who are on probation for disciplinary or substandard performance of duties shall have at least two (2) formal evaluations during the contract work year. All other employees shall receive at least one formal evaluation at least every other contract work year. There shall be at least ten (10) working days between each formal evaluation. An employee may request additional formal evaluations but the School District is not obligated to make continual or repeated formal evaluations at an employee's request. Employees may request an annual formal evaluation, and administrators may perform at their own discretion additional formal evaluations during the contract work year.

"Beginning teacher" means an individual serving under an initial provisional license, issued by the board of educational examiners under chapter 272, who is assuming a position as a classroom teacher. "Classroom teacher" means an individual who holds a valid practitioner's license and who is employed under a teacher contract with a school district or area education agency in this state to provide classroom instruction to students. "Comprehensive evaluation" means a summative evaluation of a first and second year teacher conducted by an evaluator for purposes of performance review, or recommendation for licensure based upon models developed pursuant to section 256.9, subsection 51, and to determine whether the teacher's practice meets the school district

1 expectations for a career. For purposes of comprehensive evaluations for beginning teachers,
2 including the comprehensive evaluation required for the beginning teacher to progress to career
3 teachers, the criteria shall be based upon the models developed pursuant to section 256.9,
4 subsection 51, and established pursuant to chapter 20.

5
6 The building principals and Superintendent, when requested by a building principal, will make
7 regular classroom observations. These observations and subsequent formal and informal
8 evaluations are designed to improve instruction and provide specific feedback to each employee
9 about his/her performance in and out of the classroom. Evaluations will be based on the following
10 criteria: student involvement; teacher/student interpersonal relations; classroom organization and
11 management; and teaching preparation, performance, and techniques; as well as, professionalism
12 and relationships with students, parents, faculty, and administration. The employee will be evaluated
13 in each appropriate criteria category, comparing his/her performance with that of an effective
14 employee as defined by the criteria categories. Evaluation criteria will be provided to all staff at the
15 same time that the evaluation procedure notification occurs. Each formal evaluation shall be
16 preceded by at least one formal observation of at least twenty (20) consecutive minutes in the
17 classroom or equivalent working place. All formal observations shall be conducted in an open
18 manner and the employee is encouraged to explain any unusual circumstances affecting the formal
19 observation.

20
21 Within ten (10) working days following the formal observation, a post conference will be held
22 between the employee and the evaluator. At this time, the employee will receive a copy of the written
23 evaluation and will have an opportunity to review the observation and the administrator's written
24 narrative evaluation of the employee's performance.

25
26 The evaluation instrument will be in a narrative format and will provide the employee with specific
27 feedback about areas of strength as well as areas where improvement is suggested. If any part of
28 the employees performance is considered to be unsatisfactory, this will be indicated with a specific
29 statement to that effect on the written evaluation and will be followed up as detailed in the employee
30 improvement section of this Article. If the post conference is not held within this prescribed timeline,
31 the evaluation will be considered invalid and a new formal evaluation must be made within twenty
32 (20) working days, according to the school calendar. One copy of the formal evaluation shall be
33 signed by both parties and retained in the employee's evaluation file maintained by the Evaluator.
34 The employee's signature does not necessarily mean that the employee agrees with the formal
35 evaluation but rather an awareness of its content. If the employee feels that his/her formal evaluation
36 is incomplete, inaccurate, or unjust the employee may note his/her objections in writing within fifteen
37 (15) working days of receiving a copy of the formal evaluation and have them attached to all copies
38 of the formal evaluation. The employee's written objections shall be signed by both parties but the
39 signature of the Evaluator does not necessarily mean that the Evaluator agrees with the objections
40 but rather an awareness of their content.

41
42 **INFORMAL EVALUATION:** Any number of informal evaluations may occur. The first informal
43 evaluation shall be verbal and no written record shall be made of that verbal informal evaluation
44 other than to note that it occurred using the form set forth below. One copy of each notice of verbal
45 informal evaluation shall be signed by both parties and retained by the employee. A second copy
46 shall be signed by both parties and retained in the employee's evaluation file. Subsequent informal
47 evaluation based on the same or a similar incident shall be set forth in writing. A copy of each
48 informal evaluation shall be given to the employee and that employee may request a conference be
49 held between the employee and the building principal or immediate supervisor within a reasonable
50 time following the informal evaluation. One copy of the informal evaluation shall be signed by both
51 parties and retained by the employee. A second copy of the informal evaluation shall be signed by
52 both parties and retained in the employee's evaluation file maintained by the Evaluator. The
53 employee's signature does not necessarily mean that the employee agrees with the informal
54 evaluation but rather an awareness of its content. If the employee feels that his/her informal
55 evaluation is incomplete, inaccurate, or unjust the employee may note his/her objections in writing
56 within fifteen (15) working days of receiving a copy of the informal evaluation and have them

1 attached to all copies of the informal evaluation. The employee's written objections shall be signed
2 by both parties but the signature of the Evaluator does not necessarily mean that the Evaluator
3 agrees with the objection but rather an awareness of their content.
4

5 **EMPLOYEE IMPROVEMENT:** If a formal evaluation or informal evaluation indicates that an
6 employee's professional performance is unsatisfactory, the Evaluator shall provide a list of expected
7 improvements and offer the opportunity for the employee to jointly devise suggestions for improving
8 his/her professional performance. A copy of the list of expected improvements and the suggestions
9 for improvement will be signed by both parties and placed in the employee's permanent file. The list
10 of expected improvements and suggestions shall not be considered all inclusive. The Evaluator shall
11 do a follow-up at the end of a two (2) month period to see if said employee has improved his/her
12 professional performance. The Evaluator will then meet with the employee for the second time to
13 discuss his/her professional performance. The Evaluator will make a notation in the employee's
14 permanent file stating the date of the follow-up, any improvements that were made, and
15 improvements still needed. It will be determined at the conclusion of the first follow-up discussion,
16 whether or not a further follow-up is necessary. If a second follow-up is deemed necessary, said
17 follow-up will be done at the end of a one month period. If after the second follow-up, performance is
18 still deemed unsatisfactory, the employee has the right to grieve said evaluation.
19

20 **EVALUATION FILE:** An employee shall have the right to study the contents of his/her evaluation file
21 in the presence of the building principal or immediate supervisor, or his/her designee.
22

23 The Evaluator in his/her discretion may refrain from disclosing confidential letters or materials to the
24 employee. A list of confidential material giving notice of their contents will be made available if
25 requested by the employee. All confidential materials shall be signed or at least identified by a name
26 indicating the source of the materials. The employee may make a copy, at his/her own expense, of
27 any non-confidential material in his/her evaluation file.
28

29 All written notices of verbal informal evaluations shall be removed from the employee's evaluation
30 file one calendar year after issuance.
31

32 **APPEAL:** If an employee believes that any material in his/her evaluation file is incomplete,
33 inaccurate, or unjust, the employee may submit a written appeal to his/her building principal or
34 immediate supervisor. The written appeal must set forth why the employee believes a specifically
35 identified item or portion of an item is incomplete, inaccurate, or unjust as well as how the item or
36 portion of an item could be corrected to the employee's satisfaction. The building principal shall
37 make a written decision indicating how the item or portion of an item will be corrected or that it will
38 remain unchanged within five (5) working days of his/her receipt of the employee's written appeal.
39 The employee may then appeal the decision of the building principal or immediate supervisor to the
40 Superintendent of Schools by submitting a written request for review to the School District
41 Administrative Office within three (3) working days of his/her receipt of the written decision rendered
42 by the building principal or immediate supervisor. The Superintendent of Schools shall make a
43 written decision indicating how the item or portion of an item will be corrected or that it will remain
44 unchanged within five (5) working days and that decision shall be final. While neither the result of a
45 formal or informal evaluation nor the content of an employee's evaluation file is grievable under the
46 grievance procedure provided in this Agreement, an employee may file a grievance under the
47 grievance procedure provided by this Agreement if that employee claims that there has been a
48 violation, misinterpretation, or misapplication of a specific provision of this Article.
49

50 **GRIEVANCE:** If after the second follow-up evaluation as described in the Employee Improvement
51 section of this Article, performance is still deemed unsatisfactory, the employee has the right to
52 grieve said evaluation. A probationary (as defined in the Code of Iowa) employee does not have a
53 right to grieve an evaluation.

FORM OF NOTICE OF VERBAL INFORMAL EVALUATION: The form for the written notice of verbal informal evaluation shall be substantially as follows:

NOTICE OF VERBAL INFORMAL EVALUATION

On _____, _____ was verbally
DATE NAME

evaluated concerning _____
INCIDENT

Evaluator

Employee

ARTICLE XXI

PRINTING AGREEMENT

Copies of this Agreement shall be printed within sixty (60) days or as soon as is practical thereafter, after the Agreement is ratified. One copy of this Agreement shall be presented to each individual employee and ten (10) copies shall be provided to the Association. The Association shall be allocated additional copies at its request at a prorated cost of production. The Board of Directors shall have the authority to choose the printing firm or means of reproduction to include the time, manner, and quality of printing; however, the Board of Directors shall not be responsible for delays caused after the final proof of this Agreement is submitted for printing or reproduction.

1 **ARTICLE XXII**

2
3 **NOTICES**

4
5 Whenever any notice is required to be given by either of the parties to this Agreement to the other,
6 pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at
7 the following designated addresses or at such other addresses as may be designated by a party in
8 written notification to the other party.
9

- 10 1. If by the Association, to the Board of Directors at 203 E. 7th Street, West Liberty, Iowa
11 52776.
12
13 2. If by the Board of Directors, to the Association at the appropriate school building and
14 address, West Liberty, Iowa 52776.

1 **ARTICLE XXIII**

2
3 **WAIVER**

4
5 This Agreement constitutes the entire agreement between the parties hereto. Neither party hereto
6 shall have any duty or obligations to bargain with respect to any changes, modifications, or additions
7 to this Agreement during its life. Changes, modifications, or additions may, however, be made at any
8 time by mutual agreement. Any mutual agreed upon changes, modifications, or additions shall be in
9 writing and duly executed by both parties hereto.

ARTICLE XXIV

SCOPE AND DURATION

This Agreement shall become effective the first day of July, 2006, and thereafter remain in full force and effect until the thirtieth of June, 2007.

Made and entered into on this 30th day

of May, 2006

William J. Zappali
Board of Directors President

MAA 5-30-06
Association President

Rebecca Rodacker
Chief Negotiator

Chuck Buell 5-26-06
Chief Negotiator

EXHIBIT E
2006-2007 TEACHER SALARY SCHEDULE

24,200 BA BASE 4 X 4
BASE
= 24,200

Exp	BA	BA + 12	BA +24	MA	MA + 15
0	24,200	25,168	26,136	27,104	28,072
1	25,168	26,175	27,181	28,188	29,195
2	26,136	27,181	28,227	29,272	30,318
3	27,104	28,188	29,272	30,356	31,441
4	28,072	29,195	30,318	31,441	32,564
5	29,040	30,202	31,363	32,525	33,686
6	30,008	31,208	32,409	33,609	34,809
7	30,976	32,215	33,454	34,693	35,932
8	31,944	33,222	34,500	35,777	37,055
9	32,912	34,228	35,545	36,861	38,178
10	33,880	35,235	36,590	37,946	39,301
11	34,848	36,242	37,636	39,030	40,424
12	35,816	37,249	38,681	40,114	41,547
13	36,784	38,255	39,727	41,198	42,669
14	37,752	39,262	40,772	42,282	43,792
15		40,269	41,818	43,366	44,915
16		41,276	42,863	44,451	46,038
17		42,282	43,908	45,535	47,161
18		43,289	44,954	46,619	48,284
19			45,999	47,703	49,407
20			47,045	48,787	50,530
21				49,871	51,652
22					52,775

LONGEVITY INCREMENT: A teacher shall receive an annual longevity payment of three percent (3%) of the BA base in addition to his/her regular annual salary commencing with the third year after reaching the final step on the BA12, BA24, MA, and MA15 educational lane. This benefit will terminate when the teacher is eligible for the career increment set forth below.

CAREER INCREMENT: A teacher shall receive an annual career payment of three percent (3%) of the MA plus fifteen (15) hours base in addition to his/her regular annual salary commencing with the sixth year after reaching the final step on the MA plus fifteen (15) hours educational lane; this amount shall be increased an additional three percent (3%) commencing with the eleventh year after reaching the final step on the MA plus fifteen (15) hours educational lane and shall be increased an additional three percent (3%) commencing with the sixteenth year after reaching the final step on the MA plus fifteen (15) hours educational lane up to a maximum of nine percent (9%) .

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EXHIBIT F

2006-2007 ACTIVITY SUPERVISION SALARY SCHEDULE

ACTIVITY SUPERVISION: Teachers contracted for activity supervision duty shall be compensated at the rate of twenty-six dollars (\$26.00) per each event they are contracted to work. An Expense form, filled out by the employee, must be received in the Superintendent's Office by the 5th day of each monthly payroll period in order for said individual to be paid for said activity supervision which falls during that monthly payroll period. All forms arriving after that date will be processed in the next monthly payroll period. Any expense form received in the Superintendent's office more than thirty (30) days after the event contracted to work will not be eligible for pay.

EXHIBIT G

2006-2007 EXTRACURRICULAR ACTIVITIES AND SALARY SCHEDULE

EXTRACURRICULAR ACTIVITIES: Each teacher, employee, or other person contracted to perform extracurricular activity assignments shall be compensated as follows: The salary shall be down the BA educational lane of the Teacher Salary Schedule, Exhibit E, on the contracted persons step of continuous experience from the most recent date of assignment in that extracurricular activity assignment.

ASSIGNMENT	PERCENTAGE	ASSIGNMENT	PERCENTAGE
Head Varsity Coaching:		Athletic Director	20 (12 month)
Football	12	Vocal Music	10
Basketball	12	Instrumental Music	12
Wrestling	12	J.H. Instrumental Music	5
Track	10	Musical Director	3
Softball	10	Forensics	10
Baseball	10	Drama	5.5
Volleyball	10	Cheerleading	5
Soccer	10	Asst. Cheerleading	4
Golf	8	AV Director	5
Cross Country	7.5	Computer Resource	5
		Yearbook	3
Assistant Varsity Coaching:		Photography Club	2.6
Football	9	Student Council	5
Basketball	9	Science Club	2
Wrestling	9	Prom	1.4
Track	7.5	TAG Coordinator	8.2
Volleyball	7.5	Abuse Prevention Coord.	6.8
Softball	7.5	Abuse Prevent. Asst. C.	3.4
Baseball	7.5	TAP	1.5
Golf	7.5	Blue and White	3
Soccer	7.5	HS Flag Instructor	2
Jr. High Coaching:			
Football	6		
Basketball	6		
Wrestling	6		
Track	6		
Softball	6		
Volleyball	6		

Summer Band: 10th and 11th months will be paid at one hundred percent (100%) of the regular salary arrived at by dividing base salary by total contract days.

Vocational Homemaking: 10th month will be paid at .8 of the regular salary arrived at by dividing base salary by total contract days.

Vocational Agriculture: 10th, 11th, and 12th months will be paid at one hundred percent (100%) of the regular salary arrived at by dividing base salary by total contract days.

Guidance Counseling: Two (2) weeks will be paid at one hundred percent (100%) of the regular salary arrived at by dividing base salary by total contract days.

- 1 Other duties, such as noon duty; sponsors of classes; and other student groups will be assigned to
2 teachers at the beginning of the school year and are considered as part of the general duties of all
3 faculty members.
4
- 5 All clubs and organizations must be active and hold meetings. If not, the teacher's supplemental pay
6 will be withheld and that teacher will not receive reimbursement.

EXHIBIT H

**2006-2007 NURSES SALARY SCHEDULE
For Non-BA, Non BSN**

Base 24,200

Index 0.03

Step

0	24,200
1	24,926
2	25,674
3	26,444
4	27,237
5	28,054
6	28,896